

1 Kenneth S. Kasdan, State Bar No. 71427
2 Scott J. Thomson, SBN 237052
3 Jordan M. Rojas, SBN 233182
4 Haejung Kim, SBN 328166
5 Jeffrey T. Kubiak, SBN 335031
6 KASDAN TURNER THOMSON BOOTH, LLP
7 1990 N. California Boulevard, Suite 1060
8 Walnut Creek, CA 94596
9 Tel: (925) 906-9220
10 Fax: (925) 906-9221
11 kkasdan@kasdanlaw.com
12 sthomson@kasdancelaw.com
13 vrojas@kasdancelaw.com
14 hkim@kasdancelaw.com
15 jkubiak@kasdancelaw.com

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Merced Superior Court
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Amanda Toste
Clerk of the Superior Court
By: Brandon Chow, Deputy

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MERCED

12 JOSEPH SAUCEDO, individually and on
13 behalf all others similarly situated,
14 LEONARDO ANDRADE, MARIA BARRON
15 and CARLOS YEPIZ, PEDRAMBASTAN
16 and DIDAR MIRLOHI, RUBEN BAUTISTA,
17 JOSE BUENROSTRO and JENNIFER
18 RODRIGUEZ, CHERYL CLINE, JAMES
19 CLINE, CARLOS DOMINGUES and
20 BERTHA DE LA ROSA, FLOYD DOWNER
21 and ROSA MOLINERO, JUAND ESCOBAR
22 and ERICA ESCOBAR, HECTOR FLORES
23 and GLORIA GOMEZ ROJAS, ANDRES
24 GARCIA and ALICIA GARCIA, GABRIEL
25 GARCIA, ABEL GOMES and LINDA
26 GOMES, ARMANDO GUTIERREZ and
27 OLGA GUTIERREZ, DELILAH
28 HAMILTON and MARIA ROMERO,
MICHAEL HEALY, LARRY JONES and
RAQUEL JONES and MARIA MIRANDA,
ENRIQUE LOPEZ and LILIANA LOPEZ,
RICARDO LOPEZ MENDOZA, JOSE
MAGADAN and NORMA MAGADAN,
ANGEL MARTINEZ and TIFFANE ACZON
MARTINEZ, LEON MORRIS and TINA
MORRIS, individually and on behalf all others
similarly situated, LOUIS NAVARRO and
LUCINDA TRILLANA, FATHIMA
NOGUEDA BAILON, JOSE OROZCO,

Case No. 19CV-04303
(Assigned to: Hon. Brian L. McCabe)
Dept. 8

SECOND AMENDED COMPLAINT

Individual Claims

- 1. Violation of Standards for Residential Construction (Civ. Code §§ 896, 897)

Class Action Claims

- 2. Class Action FOR VIOLATION OF CIVIL CODE § 896(b)(2), 896(b)(3), 896(b)(4), 896(G)(3) & 897

Action Filed: September 13, 2019
Trial Date:

1 MART PEREZ and HILDA PEREZ, JUAN)
 2 QUINTERO, NICHOLAS RAMIREZ and)
 3 ALEXANDRA RAMIREZ, SHIRLEY)
 4 RAYFORD, OSCAR REYES, individually)
 and on behalf all others similarly situated,)
 5 JOSEPH RIVERA, MANUEL RIVERA and)
 JACQUELINE RIVERA, JOSE TELLEZ and)
 6 RUTH TELLEZ, ARTURO TORRES,)
 CESAR TREJO, FRANK VARGAS and)
 7 CHARLOTTE CABRERA, ELISEO)
 VELADOR and MARICRUZ VELADOR,)
 8 WENDELL WRIGHT, ANTHONY)
 CARDOZA, ELIZABETH ROBLES,)
 9 RONALD CREAMER, NOE GONZALEZ,)
 PURESA JACOBO, JAMES KOCH,)
 10 CYNTHIA KOCH, CATHY LARSON,)
 MARIA LUNA, GUADALUPE LUNA,)
 11 LORENZO RODRIGUEZ, RACHEL)
 RODRIGUEZ, FRANK SUBIA, PATTI)
 12 SUBIA, ELIAB MUNIZ, individually and on)
 behalf of all others similarly situated, and)
 13 PATRICIA RODRIGUEZ, individually and on)
 behalf of all others similarly situated,

14
15 Plaintiff,

16 vs.

17 STONEFIELD HOME, INC., a California)
 Corporation,)
 18 U/C CONSTRUCTION CO., a California)
 Corporation; and)
 19 DOES 1 through 1,000, inclusive,

20 Defendants.
21

22 The Plaintiffs by and through undersigned counsel hereby submits its Second Amended
23 Complaint as set forth below and alleges as follows:

24 **GENERAL ALLEGATIONS**

25 1. Plaintiffs are the owners of single-family homes located in the City of Los Banos,
 26 County of Merced, State of California, within the residential developments commonly known as
 27 Meadowlands, Vineyards, and Villages (hereinafter "PROJECT" or "the PROJECT"),
 28 (collectively hereinafter "PROJECT" or "the PROJECT"), with the names and addresses as set

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forth in the attached Exhibit 1 (collectively “HOMES” or “homes”, individually “HOME” or “homes”), which were originally constructed by Developer Defendants STONEFIELD HOME, INC., a California Corporation and U/C CONSTRUCTION CO., a California Corporation, referred to as “NAMED DEVELOPER DEFENDANTS” as defined below, and other named and Doe Defendants as set forth herein. Plaintiffs bring this action for damages arising out of, and related to, deficiencies in the construction and design of their homes against the developers, contractor, subcontractors, material suppliers and design professionals involved in the construction of Plaintiffs’ homes pursuant to Civil Code section 895, et seq.

2. Plaintiffs, distinguished as Original Owners in Exhibit 1 (hereinafter collectively “ORIGINAL PURCHASER PLAINTIFFS”), purchased homes in the PROJECT from DEVELOPER DEFENDANTS, defined herein below, with purchase agreements counter-signed by the DEVELOPER DEFENDANTS, defined herein below, after January 1, 2003. ORIGINAL PURCHASER PLAINTIFFS’ names and HOME addresses are set forth in the attached Exhibit 1.

3. Plaintiffs CARLOS DOMINGUES and BERTHA DE LA ROSA (hereinafter collectively “SUBSEQUENT PURCHASER PLAINTIFFS”) purchased HOMES in the PROJECT from individuals other than DEVELOPER DEFENDANTS, defined herein below, which were originally sold by DEVELOPER DEFENDANTS, defined herein below, with original purchase agreements counter-signed by the DEVELOPER DEFENDANTS, defined herein below, after January 1, 2003. SUBSEQUENT PURCHASER PLAINTIFFS’ names and HOME addresses are set forth in the attached Exhibit 1. ORIGINAL PURCHASER PLAINTIFFS and SUBSEQUENT PURCHASER PLAINTIFFS are hereinafter collectively referred to as “PLAINTIFFS” or “Plaintiffs”.

4. Plaintiffs are informed and believe and based herein allege that STONEFIELD HOME, INC., a California Corporation is, and at all relevant times herein was, a California Corporation authorized to conduct business in California and was doing business in the City of Los Banos, County of Merced, State of California and was involved in the building, developing,

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1 construction, and sale of residences in the PROJECT, including, but not limited to, the HOMES
2 of Plaintiffs set forth in Exhibit 1.

3 5. Defendant STONEFIELD HOME, INC., a California Corporation is referred to
4 herein as NAMED DEVELOPER DEFENDANT.

5 6. Plaintiffs are informed and believe and based herein allege that U/C
6 CONSTRUCTION CO., a California Corporation is, and at all relevant times herein was, a
7 California Corporation authorized to conduct business in California and was doing business in
8 the City of Los Banos, County of Merced, State of California and was involved in the building,
9 developing, construction, and sale of residences in the PROJECT, including, but not limited to,
10 the HOMES of Plaintiffs set forth in Exhibit 1.

11 7. Defendant U/C CONSTRUCTION CO., a California Corporation, a California
12 Corporation is referred to herein as NAMED DEVELOPER DEFENDANT.

13 8. Plaintiffs are ignorant of the names of defendants fictitiously named herein as
14 DOES 1-50 (hereinafter collectively "DEVELOPER DOE DEFENDANTS"), who at all relevant
15 times hereto were doing business in the County of Merced, State of California. DEVELOPER
16 DOE DEFENDANTS, along with NAMED DEVELOPER DEFENDANT (hereinafter
17 collectively "DEVELOPER DEFENDANTS"), were and are the developers of mass-produced
18 residential housing.

19 9. Said Defendants developed, constructed and sold the mass-produced residences at
20 the PROJECT including, but not limited, to the HOMES owned by Plaintiffs set forth in Exhibit
21 1 which are the subject of this action.

22 10. Plaintiffs are informed and believe and based thereon allege that all of the single-
23 family residences in the PROJECT were originally purchased after January 1, 2003, that the
24 original purchase agreements for Plaintiffs' ultimate residences in the PROJECT were counter-
25 signed by DEVELOPER DEFENDANTS on or after January 1, 2003, and that Plaintiffs were
26 thus potentially subject to the requirements of Title 7, Chapter 4 of the Civil Code pre-litigation
27 process solely as to claims made pursuant to Civil Code section 895, et seq., furthermore Plaintiffs
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1 are informed and believed that DEVELOPER DEFENDANTS through the original purchase
2 agreements agreed to be bound by the requirements of Title 7, Chapter 4 of the Civil Code pre-
3 litigation process.

4 11. At this time, Plaintiffs may proceed with the instant action because:

5 a. Plaintiffs have complied and DEVELOPER DEFENDANTS have not complied
6 as to the pre-litigation process required by Title 7, Chapter 4 of the Civil Code. Each Plaintiff
7 provided a separate and distinct Notice of Claims to each of the DEVELOPER DEFENDANTS,
8 in accordance with Civil Code section 910, subdivision (a). But DEVELOPER DEFENDANTS
9 failed to acknowledge receipt of any of the Plaintiffs' Notices of Claims, in direct violation of
10 Civil Code section 913. Therefore, and pursuant to Civil Code section 915, Plaintiffs are "...
11 released from the requirements of this chapter and may proceed with the filing of an action.";

12 b. Because of the myriad failure(s) of DEVELOPER DEFENDANTS, including, but
13 not limited to: failure to acknowledge receipt of plaintiffs notices of claims, failure to timely
14 inspect the HOMES within a reasonable time, the lack of any purported notice, inspection, or
15 purported repair procedures at all, the lack of sufficient pre-litigation procedures and/or
16 protections for Plaintiffs failing to meet the minimums standards proscribed by *Civil Code*
17 *sections* 910-938, failure to timely repair the HOMES within a reasonable time, failure to
18 participate in mediation and/or Alternative Dispute Resolution, failure to provide requested
19 documents as required within the time required, failure to offer repairs, failure to perform repairs,
20 failure to comply with the purported notice and cure inspection procedure;

21 c. Other failures, errors, actions, and omissions in violation of Civil Code sections
22 910-938 and as otherwise set forth herein;

23 d. Therefore, Plaintiffs and each of them individually are further released from any
24 and all pre-litigation procedures including any such requirements of Civil Code Title 7, Chapter
25 4 in accord with one or more of the provisions contained at Civil Code sections 912, 913, 915,
26 916, 916(e), 917, 919, 920, 921, 924, 925, 928 and/or 930, or as otherwise set forth herein,
27 Plaintiffs are thus released and not subject any and all obligations contained in Title 7, Chapter 4
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1 of the Civil Code or any other pre-litigation process. Plaintiffs and each of them individually may
2 proceed with the filing of this action for violations of Civil Code section 895, et seq. and as
3 otherwise set forth herein.

4 12. Plaintiffs are ignorant of the names of defendants fictitiously named herein as
5 DOES 51-100 (collectively "DESIGN DEFENDANTS"), who at all relevant times hereto were
6 doing business in the County of Merced, State of California. DESIGN DEFENDANTS supplied
7 professional design services, including architectural, engineering, design and construction
8 management services to the PROJECT during its construction and to HOMES therein.

9 13. Plaintiffs are ignorant of the names of defendants fictitiously named herein as
10 DOES 101-200 (collectively "SUPPLIER DEFENDANTS"), who at all relevant times hereto
11 were doing business in the County of Merced, State of California. SUPPLIER DEFENDANTS
12 supplied building materials and components to the PROJECT during its construction and to
13 HOMES therein.

14 14. Plaintiffs are ignorant of the names of defendants fictitiously named herein as
15 DOES 201-500 (collectively "SUBCONTRACTOR DEFENDANTS"), who at all relevant times
16 hereto were doing business in the County of Merced, State of California. SUBCONTRACTOR
17 DEFENDANTS supplied labor and material to the PROJECT during its original construction and
18 to each of the HOMES therein pursuant to a contract with DEVELOPER DEFENDANTS.

19 15. All defendants acted in the capacity and engaged in the business of a contractor
20 involved in the performance of construction of homes, home improvements, and the provision of
21 home improvement goods and services as to a residential real property development in the City
22 of Los Banos, County of Merced, State of California. Plaintiffs are informed and believe and
23 thereon allege that submissions for bids, the execution and acceptance of contracts, and monies
24 paid pursuant to activities as a contractor, builder and seller of homes, and provider of home
25 improvements and home improvement goods and services as to the PROJECT occurred in the
26 City of Los Banos, County of Merced, State of California.
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16. Plaintiffs are ignorant of the true names and capacities of the parties sued as Does 1 through 500, inclusive, and therefore sue them under fictitious names. Upon learning their true names and capacities, Plaintiffs will amend their Complaint to reflect the same. Upon information and belief, Plaintiffs allege that Does 1 through 500, inclusive, are responsible in some manner for the occurrences herein alleged and Plaintiffs' damages as herein alleged were proximately caused by such occurrences.

17. Plaintiffs allege that all Defendants, including DOES 1-500, inclusive, were engaged in activities in the development, design and construction of residential housing within the State of California, including the development, design and construction of the PROJECT and the HOMES, which required licensure by the Department of Consumer Affairs, and were responsible under rule of law and contract to comply with minimum building standards, including but not limited to, Civil Code sections 896-897, the provisions of the applicable Uniform Building Code(s) and California Building Code(s), and other related codes, and were also required to exercise direct supervision and control over their operations to secure full compliance with all building, safety and health laws, rules and regulations pertaining to the construction of the HOMES.

18. Plaintiffs allege that at all relevant times herein, each and every Defendant was acting as the duly authorized agent of each and every other Defendant, and that each Defendant is liable for each and every wrong committed by each and every other Defendant, by, *inter alia*, joint and several liability. All Defendants have proximately caused PLAINTIFFS' indivisible damages, as alleged below, so as to make each Defendant jointly and severally liable for the acts of the others, including, but not limited to, by joint and several liability, joint liability, several liability, proportionate liability and/or whole liability.

19. Doe Defendants 1 through 15 are successors in interest to the residential development business of DEVELOPER DEFENDANTS. As successors in interest, Doe Defendants 1 through 15 are liable for the occurrences, damages and injuries alleged herein to the

1 same extent as DEVELOPER DEFENDANTS are liable for the alleged occurrences, damages
2 and injuries.

3 20. Except as otherwise alleged Defendants, and each of them, were the owners,
4 planners, developers, architects, engineers, mass producers, merchants, contractors,
5 subcontractors and/or material suppliers of the PROJECT.

6 21. DEVELOPER DEFENDANTS were the owners of the PROJECT at all relevant
7 times prior to the sale of the respective separate interests.

8 22. Plaintiffs are informed and believe and based thereon allege that DEVELOPER
9 DEFENDANTS, as part of the purchase process of the Homes, elected to not engage in, follow,
10 nor be bound by, Civil Code sections 910-938.

11 23. Given that DEVELOPER DEFENDANTS have elected not to engage in, follow,
12 nor be bound by Civil Code sections 910-938, Plaintiffs may proceed with the present action.

13 24. Notwithstanding the foregoing, prior to filing of this action, Plaintiffs provided
14 notice and opportunity to cure to DEVELOPER DEFENDANTS as to each HOME, and/or
15 attempted to provide due and timely notice of the defects and deficiencies in the HOMES
16 complained of herein to DEVELOPER DEFENDANTS.

17 25. Plaintiffs further allege that they have provided DEVELOPER DEFENDANTS
18 reasonable opportunity to inspect their HOMES, and to offer repairs, as to the defects and
19 deficiencies alleged herein.

20 26. Plaintiffs further allege that such notice and opportunity to cure was provided for
21 each of the HOMES to DEVELOPER DEFENDANTS, but DEVELOPER DEFENDANTS
22 ignored and did not acknowledge receipt of Plaintiffs' notice, in direct violation of Civil Code
23 section 913, and Plaintiffs are therefore released from pre-litigation procedures and may proceed
24 with the filing of this action, pursuant to Civil Code section 915.

25 **FIRST CAUSE OF ACTION**

26 **-Individual Claims-**

27 **(Violation of Standards for Residential Construction)**

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**[By All PLAINTIFFS Against DEVELOPER DEFENDANTS,
DESIGN DEFENDANTS, SUPPLIER DEFENDANTS,
SUBCONTRACTOR DEFENDANTS, and Does 1-500, Inclusive]**

27. Plaintiffs reallege paragraphs 1 through 26 above and incorporate them herein by reference as if fully set forth.

28. Plaintiffs allege all Defendants, and each of them, are liable for damages arising out of and related to deficiencies in the construction and design of their single-family Homes in the PROJECT because the as-built condition of the Homes, as to each such Home owned by Plaintiffs at each Home set forth on Exhibit 1, violates the building performance standards for original residential construction as enumerated in Civil Code sections 896 and 897.

29. As a result of investigation and inspection, PLAINTIFFS allege that violations of the building standards for original construction, as enumerated in Civil Code sections 896 and 897, defects and deficiencies exist in the development, workmanship, repairs, materials, planning, design, engineering and construction of the PROJECT, the buildings and improvements related thereto, including the single-family Homes of PLAINTIFFS in the PROJECT. The construction of PLAINTIFFS' Homes is generally inadequate, in violation of the building standards for original construction, as enumerated in Civil Code sections 896 and 897, not in accordance with approved plans/specifications, in violation of the applicable California Building Code(s) and below accepted standards for the construction industry. Numerous such violations have occurred and are occurring at the PROJECT at each and every one of the Homes set forth at Exhibit 1, which violations include, but are not limited to, the following at each of the Homes:

A. Violations of Civil Code section 896(a)(1-18) with respect to water issues including, but not limited to:

1. Doors, windows and patio doors, and their respective systems, allow water to pass beyond, around and through the moisture barriers at the Homes;

2. The roofs, roofing systems, chimney caps, ventilation components, and related systems allow water to enter the structures and to pass beyond the designed and/or

1 actual moisture barriers at the Homes;

2 3. The design and/or installation of the foundation systems and slabs
3 and related moisture-proofing systems allows water and/or vapor to enter into the structures,
4 causing damage to other building components and/or limiting the type of flooring materials
5 typically used and causing damage to the concrete, flooring, and other components at the Homes;

6 4. The design and/or installation of the hardscape, irrigation system,
7 landscaping systems and finish drainage systems are installed so as to cause water and soil erosion,
8 resulting in damage to the Homes;

9 5. The installation of the stucco, veneer, siding, and exterior walls,
10 including, without limitation, exterior framing, and other exterior finishes and fixtures and the
11 systems of those components and fixtures, including, but not limited to, horizontal surfaces,
12 columns, and plant-ons, allows water to pass into structures and through designed and/or actual
13 moisture barriers at the Homes, and causing damage to exterior and interior finishes such as weep
14 metal;

15 6. The design and installation of the finish drainage systems allow
16 water to pass beyond, around, and through their designed and/or actual moisture barriers causing
17 damage at the Homes;

18 7. Plumbing systems and utility systems leak, and plumbing lines and
19 utility lines and fire sprinkler systems leak and/or are corroding so as to impede their useful life at
20 the Homes;

21 8. Countertops, showers and bath enclosures leak water into interior of
22 walls, flooring systems or the interior of other components at the Homes;

23 9. The waterproofing system behind and/or under ceramic tile and tile
24 countertops allow water into the interior of walls, flooring systems, or other components so as to
25 cause damage and ceramic tile systems are not designed and installed so as to deflect intended
26 water to the waterproofing system(s) at the Homes;

27 B. Violations of Civil Code section 896(b)(1, 3-4) with respect to structural
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1 issues including, but not limited to:

2 1. Foundations, load bearing components and slabs are constructed
3 and/or installed so as to contain significant cracks and/or significant vertical displacement at the
4 Homes, and/or foundations at the Homes are experiencing significant deflection and/or vertical
5 displacement and/or significant movement at the post-tensioned foundation system causing
6 significant crack and/or displacement;

7 2. Foundations, load bearing components, and slabs, and underlying
8 soils at the Homes are not built and/or constructed to materially comply with the design criteria
9 set by the applicable government building codes, regulations, and ordinances for chemical
10 deterioration or corrosion resistance in effect at the time of original construction;

11 3. Structures are not constructed as to materially comply with the
12 design criteria for earthquake and wind load resistance, as set forth in the applicable government
13 building codes, regulations, and ordinances in effect at the time of original construction of the
14 Homes

15 C. Violations of Civil Code section 896(c)(1-3) including, but not limited to:

16 1. Inadequate design and/or installation of slab foundation systems
17 failing to meet site geotechnical conditions, and/or soils causing and/or contributing to damage to
18 the structures including, but not limited to, at the Homes, including the cracks in the concrete slabs,
19 foundations, and the superstructures of the Homes, as well as damage from soils conditions to the
20 structures of the Homes;

21 D. Violations of Civil Code section 896(d)(1-3) including, but not limited to:

22 1. Structures are not constructed so as to materially comply with the
23 design criteria of the applicable government building codes, regulations, and ordinances for fire
24 protection of the occupants at the Homes;

25 E. Violations of Civil Code section 896(e) including, but not limited to:

26 1. Plumbing and sewer systems not installed operate properly and
27 materially impair the use of the structure by its inhabitants;
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F. Violations of Civil Code section 896(f) including, but not limited to:

1. Electrical systems do not operate properly and materially impair the use of the structure by its inhabitants;

G. Violations of Civil Code section 896(g)(2-5, 11, 13) including, but not limited to:

1. Stucco and other exterior wall finishes and fixtures, including, but not limited to, horizontal surfaces, columns and plant-ons were built and/or installed so as to contain cracks and separations at the Homes;

2. Manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, pressure-treated fence posts, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances are installed so as to interfere with the products' useful life at the Homes;

3. Roofing material is not installed so as to avoid materials falling from the roofs at the Homes;

4. Ceramic tile and tile backing is not installed in a manner halting the detaching of tiles at the Homes; and

H. Violations of *Civil Code section 897* as to other components in the PROJECT in that damage to Plaintiffs' HOMES, at each such HOME, have resulted from functions and components not already addressed by the aforementioned Standards for Residential Construction set forth above.

30. Pursuant to *Civil Code section 904* and as set forth in their individual Notices of Claims/Notices of Action served on DEVELOPER DEFENDANTS prior to the filing of this action, Plaintiffs herein elect the Standards for Residential Construction set forth at Civil Code sections 896 and 897 and not any other standard purportedly set forth by DEVELOPER DEFENDANTS.

31. As a direct and proximate result of Defendants' violations of the standards for residential construction, and the defects and deficiencies described herein including but not limited

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to those set forth above in Paragraph 29, Plaintiffs have been damaged in that they have been and will be required to incur expenses to repair, correct, replace and reconstruct these defective components in their residences located within the PROJECT, as well as to correct, replace and reconstruct the damage to property resulting therefrom, and they will be required to incur expenses for related costs such as for relocation, loss of use, substitute housing, and other expenses, at a cost which is presently unknown, but believed to be a sum in excess of five million dollars (\$5,000,000.00) in addition to costs of investigation and costs of suit. Plaintiffs were also required, and will be further required, to retain the services of experts and consultants to investigate the nature and extent of the alleged defective conditions and resulting damages, and also seek damages for investigative costs pursuant to Civil Code section 944 and pursuant to *Stearman v. Centex Homes*, 78 Cal.App. 4th 611, in an amount according to proof at time of trial.

Wherefore, Plaintiffs pray for judgment against All Defendants and DOES 1-500, inclusive, and each of them, as follows:

SECOND CAUSE OF ACTION AND ON BEHALF OF CLASS

-Class Action Claims-

(Violation of Standards for Residential Construction – Class Action)

[By Joe Saucedo, Leon Morris, Tina Morris, Eliab Muniz, Oscar Reyes, and Patricia Rodriguez, individually and on behalf of all others similarly situated, Against DEVELOPER DEFENDANTS and Does 1-50, Inclusive]

32. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1-2, 5-11, 16-23 of this complaint; and exclude all individual claims from the class not raised herein.

33. Class representative Joe Saucedo’s home located at 1640 Maidencane Way, Los Banos, California 93635 was constructed by Defendants Stonefield and U/C and DEVELOPER DOES 1 to 50 in or about 2016, exhibit 2.

34. Class representative Leon Morris and Tina Morris’s home located at 2563 North Creekside Drive, Los Banos, California 93635 was constructed by Defendants Stonefield and U/C

1 and DEVELOPER DOES 1 to 50 in or about 2017, exhibit 2.

2 35. Class representative Patricia Rodriguez and Eliab Muniz’s home located at 2419
3 North Rock Creek Drive, Los Banos, California 93635 was constructed by Defendants Stonefield
4 and U/C and DEVELOPER DOES 1 to 50 in or about 2017, exhibit 2.

5 36. Class representative Oscar Reyes’ home was located at 2455 North Creekside
6 Drive, Los Banos, California 93635 constructed by Defendants Stonefield and U/C and
7 DEVELOPER DOES 1 to 50 in or about 2017, exhibit 2.

8 37. Class representatives’ Homes, exhibit 2, had foundation systems constructed onsite
9 with embedded Simpson straps, at the time of original construction, by Defendants Stonefield and
10 U/C and DEVELOPER DOE DEFENDANTS 1 to 50.

11 38. Defendant STONEFIELD HOME, INC., built, developed, constructed, and sold
12 homes after January 1, 2003 through the present, with foundation systems containing Simpson HD
13 Strap-Tie Holdowns model STHD14, as well as other straps manufactured by Simpson,
14 (collectively “Simpson straps”), which are a part of the structure, embedded in the foundations,
15 load bearing components, and slabs, and attached to framing members in the Plaintiffs’ Homes
16 during original construction to protect the Homes against external forces such as winds and seismic
17 activity.

18 39. Defendant U/C CONSTRUCTION CO., built, developed, constructed, and sold
19 homes after January 1, 2003 through the present, with foundation systems containing Simpson
20 straps, which are a part of the structure embedded to the foundations, load bearing components,
21 and slabs, and attached to framing members in the Plaintiffs’ Homes during original construction
22 to protect the Homes against external forces such as winds and seismic activity.

23 40. Defendant DEVELOPER DOE DEFENDANTS 1 to 50 built, developed,
24 constructed, and sold homes after January 1, 2003 through the present, with foundation systems
25 containing Simpson straps, which are a part of the structure embedded to the foundations, load
26 bearing components, and slabs, and attached to framing members in the Plaintiffs’ Homes during
27 original construction to protect the Homes against external forces such as winds and seismic
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1 activity.

2 41. Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS 1 to 50,
3 by and through their design, selected, specified, used, and installed the foundation systems
4 containing Simpson straps into the Homes, and the straps are corroding, susceptible to corrosion,
5 and failing.

6 42. Such Simpson straps are corroding, susceptible to corrosion, are failing, and as
7 installed, will not perform to their intended utility for the useful life of the product. The condition
8 of the Simpson straps are such that the foundation system is a defective component incorporated
9 into the residences, and such foundations systems as constructed and built on site at the time of
10 original construction violate the standards, for residential construction set forth in California Civil
11 Code sections 896(b)(2), 896(b)(3), 896(b)(4), and 896(g)(3).

12 43. Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS 1 to 50
13 built, developed, constructed, and sold homes after January 1, 2003 through the present with
14 foundation systems containing the Simpson straps. The Simpson straps are corroding, susceptible
15 to corrosion, causing the foundation systems to be a defect component incorporated into the
16 residences which were partially constructed onsite in violation of the standards set forth in
17 California Civil Code section 896(b)(2) and 896(b)(3), which require that foundations, load
18 bearing components, and slabs “shall not cause the structure, in whole or in part, to be structurally
19 unsafe” and “shall be constructed so as to materially comply with the design criteria set by
20 applicable government building codes, regulations, and ordinances for chemical deterioration or
21 corrosion resistance in effect at the time of original construction.”

22 44. Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS 1 to 50
23 built, developed, constructed, and sold homes after January 1, 2003 through the present with
24 foundation systems containing the Simpson straps. The Simpson straps are corroding, susceptible
25 to corrosion, causing the foundation systems to be a defect component incorporated into the
26 residences which were partially constructed onsite in violation of the standards set forth in
27 California Civil Code section 896(b)(4), which require that “a structure shall be constructed so as
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to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.”

45. Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS 1 to 50 built, developed, constructed, and sold homes after January 1, 2003 through the present with foundation systems containing the Simpson straps. The Simpson straps are corroding, susceptible to corrosion, causing the foundation systems to be a defect component incorporated into the residences which were partially constructed onsite in violation of the standards set forth in California Civil Code section 896(g)(3)(A), which require that “manufactured products . . . shall be installed so as not to interfere with the products’ useful life.”

46. Due to the use and installation described herein, the structural components of the Homes have insufficient strength to adequately anchor the structural elements of the Homes to their foundations and have caused damage to their concrete foundations.

47. The Simpson straps fail to provide the utility of protection from winds and seismic activity for its useful life, which is no less than the intended service life of the home.

48. This suit is brought as a class action pursuant to California Code of Civil Procedure section 382, on behalf of a class and subclasses defined as follows:

- a. All owners of originally constructed single family homes in the State of California that, pursuant to Civil Code Section 941 and California Rule of Court, Appendix I, Emergency Rule 9, were substantially completed since July 11, 2011, where Stonefield Home, Inc., and/or U/C Construction Co. were the builder and one or more Simpson straps were a part of the foundation systems, embedded in the foundations, load bearing components, and slabs, and attached to framing members in the Homes intending to protect the Homes against winds and seismic activity.

49. This Second Amended Complaint and any period of limitations and/or repose is subject to Emergency Rules, rule 9, of the Emergency Rules Related to COVID-19 issued by the Judicial Council which provides, in part, as follows:

- (a) Tolling statutes of limitations over 180 days Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days

1 are tolled from April 6, 2020, until October 1, 2020.

2 Therefore, any applicable statute of limitations or repose that applies to claims as set forth
3 herein is tolled from April 6, 2020 and recommence running on October 1, 2020. This action is
4 therefore timely in accord with Emergency Rules, rule 9 which tolls that time period set forth in
5 Civil Code section 941 to bring such action.

6 50. Exclusions from the Class. Proposed Class Plaintiffs specifically exclude
7 Defendants from the proposed plaintiff class, all subsidiaries or affiliates of Defendants, any entity
8 in which any Defendant has a controlling interest, and any and all of Defendants' employees,
9 affiliates, legal representatives, successors or assignees, as well as any person or entity that has
10 previously commenced and concluded a lawsuit against Stonefield and U/C arising out of the
11 subject matter of this lawsuit or for claims for violations of the standards of Civil Code Section
12 895 et. seq., in addition to the judicial officers assigned to this case and any member of the judicial
13 officers' immediate families.

14 51. Ascertainability. Proposed Class Plaintiffs bring this action on their own behalf
15 and on behalf of all persons similarly situated. The class Proposed Class Plaintiffs represent is
16 comprised of one class clearly identified through the class definition above.

17 52. Numerosity. The members of the class are so numerous, estimated to consist of
18 more than 1,000 persons that the joinder of all such persons would be impracticable, and the
19 disposition of their claims in a class action rather than in individual actions would benefit the
20 parties and the courts. The basis for this estimate of class size is that from 2003 to the date of the
21 filing of this action more than 2,000 new residential units were constructed by Defendants
22 Stonefield and U/C and DEVELOPER DOE DEFENDANTS in the State of California and it is
23 estimated that not less than 80 percent of these included Simpson straps in the units' original
24 construction. Construction defect litigation is often expensive given the need for experts, testing,
25 and other costs required to prosecute these claims. Prosecution of such claim on an individual basis
26 would be economically prohibited and a ban to asserting such claims. Due to the large size of the
27 class, pursuing this action individually or in smaller numbers is not economically feasible, and
28 joinder of the members in a form other than as a class action is impracticable.

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53. Means for Identification. Proposed Class Plaintiffs are informed and believe, and on that basis allege, that there exists reasonably available means of identifying class members (at the appropriate time following class certification) through documents and materials to be subpoenaed and requested from Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS.

54. Community of Interest -- Commonality. There is a well-defined community of interest amongst the members of the Plaintiff class in the questions of law and fact which will predominate in this action, including, but not limited to:

- (a) Whether the Simpson straps are corroding, susceptible to corroding, or failing in the Homes.
- (b) Whether said components do not meet, and violate, the standard set forth in California Civil Code section 896(b)(2), which require that foundations, load bearing components, and slabs “shall not cause the structure, in whole or in part, to be structurally unsafe.”
- (c) Whether said components do not meet, and violate, the standard set forth in California Civil Code section 896(b)(3), which requires that foundations, load bearing components, and slabs “shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.”
- (d) Whether said components do not meet, and violate, the standard set forth in California Civil Code section 896(b)(4), which require that “a structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.”
- (e) Whether said components do not meet, and violate, the standard set forth in California Civil Code section 896(g)(3), which require that “manufactured products . . .

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shall be installed so as not to interfere with the products’ useful life.”

(f) Whether said components do not meet, and violate, the standard set forth in California Civil Code section 897, which shall be actionable for causing damage not addressed by the aforementioned Standards for Residential Construction set forth above.

(g) The measure of plaintiffs’ damages for the reasonable value of repairing the aforesaid violation, the reasonable cost of repairing and rectifying any damages resulting from the failure of the Homes to meet the statutory standard, reasonable relocation and storage expenses, reasonable investigative costs, and other expenses.

55. Community of Interest – Typicality. The named Plaintiffs, exhibit 2, are typical of the class to be represented in that they are with respect to the defining characteristics of the class virtually identical to the other class members and the named plaintiffs’ Homes had installed, as part of the original construction, by Defendants Stonefield and U/C and DEVELOPER DOE DEFENDANTS the Simpson straps.

56. Community of Interest – Adequacy of Class Representatives. The named Plaintiffs, exhibit 2, can fairly and adequately represent the class because they qualify as class members, are typical of the class to be represented, and there is no reason why they cannot adequately represent the class.

57. Community of Interest – Adequacy of Counsel. Counsel for Plaintiffs are competent and experienced in multiparty complex construction defect class actions and are qualified to conduct the proposed litigation

58. Impracticability of Joinder. Joinder of the unnamed class members on an individual basis would be impracticable in light of their number and their being located throughout the State of California.

59. No Better Remedy. There is no plain, speedy, or adequate remedy other than by maintenance of this class action since the damage to each plaintiff is relatively small compared to the relative costs of pursuing such a claim, making it economically unfeasible to pursue lawful remedies other than by a class action. A class action would be superior to individualized actions

1 for the fair and efficient adjudication of this controversy. Consequently, there would be a failure
2 of justice but for the maintenance of the present class action.

3 60. No Individualized Defenses. There are no predominately unique or individualized
4 defenses anticipated in this action that might be asserted against plaintiffs individually, as
5 distinguished from the class as a whole.

6 61. Fees. Plaintiffs have incurred and, during the pendency of this action, will incur
7 expenses for attorney's fees and costs herein. Such attorney's fees and costs are necessary for the
8 prosecution of this action and will result in a benefit to each of the members of the class. This
9 action will result in the enforcement of important rights supported by strong public policy affecting
10 the public interest which will confer a significant benefit on the general public and a large class of
11 persons, where the necessity and financial burden of private enforcement are such as to make the
12 award appropriate, and where such fees should not in the interest of justice be paid out of the
13 recovery.

14 62. Proposed Class Plaintiffs seek damages for the reasonable value of repairing the
15 aforesaid violation, the reasonable cost of repairing and rectifying any damages resulting from the
16 failure of the Homes to meet the statutory standard, reasonable relocation and storage expenses,
17 reasonable investigative costs, and other expenses pursuant to California Civil Code section 944.

18 63. Plaintiffs have also been required to retain the services of experts and consultants
19 to investigate the violations of the building standard contained at California Civil Code section
20 896(b)(2), 896(b)(3), 896(b)(4), and 896(g)(3) and seek damages for investigative costs pursuant
21 to California Civil Code section 944.

22 **FIRST CAUSE OF ACTION PRAYER FOR RELIEF**

23 **-Individual Claims-**

24 **[By All Plaintiffs Against DEVELOPER DEFENDANTS,**
25 **DESIGN DEFENDANTS, SUPPLIER DEFENDANTS,**
26 **SUBCONTRACTOR DEFENDANTS and Does 1-500, Inclusive]**

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- 1. For general and special damages in excess of five million dollars (\$5,000,000.00) according to proof at the time of trial and as provided by law;
- 2. For costs and expenses of suit incurred herein;
- 3. For investigative costs and other damages pursuant to Civil Code section 944; and
- 4. For such other and further relief as the Court deems just and proper.

SECOND CAUSE OF ACTION PRAYER FOR RELIEF

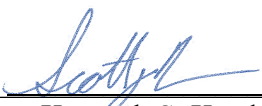
-Class Action Claims-

[By Joe Saucedo, Leon Morris, Tina Morris, Eliab Muniz, Oscar Reyes, and Patricia Rodriguez, individually and on behalf of all others similarly situated, Against DEVELOPER DEFENDANTS and Does 1-50, Inclusive]

- 1. For a declaration that this lawsuit may properly be maintained as a class action and certifying the Classes' claims herein;
 - 2. For general damages according to proof;
 - 3. For special damages according to proof;
 - 4. Costs and expenses of suit incurred herein;
 - 5. Investigative costs pursuant to California Civil Code section 944;
 - 6. Attorney's fees, pursuant to California Code of Civil Procedure section 1021.5;
- and
- 7. Such other and further relief as is proper and just.

DATED: April 29, 2022

KASDAN TURNER THOMSON BOOTH LLP

By: 

 Kenneth S. Kasdan
 Scott J. Thomson
 Jeffrey T. Kubiak
 Attorneys for Plaintiffs

EXHIBIT "1"

PLAINTIFFS, individually

No.	Last Name	First	Number	Address	Original Owner
1	Saucedo	Joseph	1640	Maidencane Way	Yes
2	Buenrostro/Rodriguez	Jose/ Jennifer	2464	N. Mountainside Dr.	Yes
3	Garcia	Andres & Alicia	2598	N. Fallbrook Dr.	Yes
4	Healy	Michael	2435	N. Rock Creek Dr.	Yes
5	Lopez	Enrique & Liliana	2501	N. Creekside Dr.	Yes
6	Morris	Leon & Tina	2563	N. Creekside Dr.	Yes
7	Bailon	Fathima	2541	N. Mountainside Dr.	Yes
8	Reyes	Oscar	2455	N. Creekside Dr.	Yes
9	Rivera	Joseph	2559	N. Mountainside Dr.	Yes
10	Rivera	Jacqueline & Manuel	2497	N. Mountainside Dr.	Yes
11	Ramirez	Nicholas & Alexandra	1143	Fume Blanc St.	Yes
12	Martinez/Aczon Martinez	Angle & Tiffane	226	San Bruno St.	Yes
13	Bautista	Ruben	1568	Manzanita Way	Yes
14	Domingues/De La Rosa	Carlos/ Bertha	1641	Maidencane Way	No
15	Gomez	Able & Linda	1517	Mayweed Dr.	Yes
16	Gutierrez	Armando & Olga	469	Gallo St.	Yes
17	Jones / Miranda	Larry & Raquel/ Maria	136	W. Santa Barbara St.	Yes
18	Quintero	Juan	1622	Woodland Ct.	Yes
19	Rayford	Shirley	243	San Lorenzo St.	Yes
20	Tellez	Jose & Ruth	1652	Maidencane Way	Yes
21	Torres	Arturo	1583	Manzanita Way	Yes
22	Bastan / Mirlohi	Pedram / Didar	457	Gallo St.	Yes
23	Cline	Cheryl &	685	Claret Ct.	Yes

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		James			
24	Flores / Gomez Rojas	Hector / Gloria	236	Sunburst St.	Yes
25	Trejo	Cesar	672	Claret St.	Yes
26	Vargas / Cabrera	Frank / Charlotte	1615	Marsh Ct.	Yes
27	Velador	Eliseo & Maricruz	2419	N Creekside Dr.	No
28	Andrade	Leonardo	2498	N Mountainside Dr.	Yes
29	Barron / Yepiz	Maria / Carlos	1505	Mayweed Dr.	No
30	Downer / Molinero	Floyd / Rosa	1139	Fume Blanc St.	Yes
31	Escobar	Juan & Erica	1147	Fume Blanc St.	Yes
32	Hamilton / Romero	Delilah / Maria	1432	San Pedro St.	Yes
33	Lopez Mendoza	Ricardo	706	Friguglietti Ave.	Yes
34	Navarro/ Trillana	Louis / Lucinda	644	Willmott Rd.	Yes
35	Orozco	Jose	1131	Pinot Noir St.	Yes
36	Perez	Mart & Hilda	394	Sunburst Ct.	Yes
37	Magadan	Jose & Norma	226	North St.	Yes
38	Wright	Wendell	1561	Mayweed Dr.	Yes
39	Garcia	Gabriel	708	Willmott Rd.	Yes
40	Rodriguez/Muniz	Patricia/ Eliab	2419	N Rock Creek Drive	Yes
41	Rodriguez	Lorenzo & Rachel	1628	Tumbleweed Way	No
42	Cardoza/Robles	Anthony/ Elizabeth	2513	N Mountainside Drive	Yes
43	Creamer	Ronald	1606	Tule Way	Yes
44	Gonzalez	Noe	709	Grove Court	Yes
45	Jacobo	Puresa	1656	Maidenaine Way	No
46	Koch	James & Cynthia	2575	N Mountainside Drive	Yes
47	Larson	Cathy	711	Friguglietti Avenue	Yes
48	Luna	Marie & Guadalupe	261	Rose Avenue	Yes
49	Subia/Yamauchi	Frank/Patti	1131	Fume Blanc Street	Yes

EXHIBIT "2"

**PROPOSED CLASS MEMBER PLAINTIFFS, individually and
on behalf of all others similarly situated**

No.	Last Name	First	Number	Address	Original Owner
1	Saucedo	Joseph	1640	Maidencane Way	Yes
2	Morris	Leon & Tina	2563	N. Creekside Dr.	Yes
3	Reyes	Oscar	2455	N. Creekside Dr.	Yes
4	Rodriguez/Muniz	Patricia/ Eliab	2419	N Rock Creek Drive	Yes

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SAUCEDO v. STONEFIELD HOME, INC., et al.
Merced County Superior Court Case No. 19CV-04303

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

I am employed in the County of Contra Costa, State of California. I am over the age of 18 and not a party to the within action; my business address is: Kasdan Turner Thomson Booth LLP, 1990 N. California Blvd., Suite 1060, Walnut Creek, California 94596.

On **May 3, 2022**, I served the foregoing document(s) described as:

SECOND AMENDED COMPLAINT

on the parties of interest, as follows:

SEE FILE & SERVEXPRESS SERVICE LIST

(X) **BY ELECTRONIC SERVICE** as required by the Court's Order re Electronic Service of Pleadings in this matter, and as performed by File & ServeXpress on the parties in this action as follows:

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on **May 3, 2022**, at Walnut Creek, California.


Catherine M Jackson
Catherine M Jackson

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